



George E. Meyer, Secretary
William R. Selbig, District Director

file
State of Wisconsin \ DEPARTMENT OF NATURAL RESOURCES

Lake Michigan District Headquarters
Solid Waste Office
1125 N. Military Avenue
P.O. Box 10448
Green Bay, WI 54307-0448
Telephone #: (414)492-5916
Telefax #: (414)492-5859

March 12, 1998

Mr. Roman Backhaus
205 s. 4th St.
St. Nazianz, WI. 54232

SUBJECT: Site Closure with a Deed Restriction
Backhaus Garage, 205 s. 4th St., St. Nazianz, WI.
LUST ID # 36-00722

Dear : Mr. Backhaus;

On October 6, 1997, the above-named site was reviewed by the Lake Michigan District Closeout Committee for a determination as to whether or not the case qualified for closeout under ch. NR 726, Wis. Adm. Code.

The Department has received a copy of the completed Deed Restriction for the site and proof of filing this record with the Manitowoc County Register of Deeds on February 4, 1998. Based on the investigative and remedial documentation provided to the Department, it appears that the petroleum contamination at the above-named site has been remediated to the extent practicable under current site conditions. Therefore, closure of this site has been granted and no further action is necessary at this time. In the future, this deed restriction may be amended with approval from the Department if conditions change at the site and the residual contamination has been remediated. The Department's records will reflect final "closure".

I am forwarding the signed PECFA form 4B to your consultant Mr. Dennis Greil for submittal to the Department of Commerce. I have checked the box for a completed remedial action. This should be the final PECFA claim. If you have any questions please contact me at (920) 492-5864.

Sincerely,


James Reyburn
Project Manager

cc:Dennis Greil - Environmental Compliance Inc.-PO Box 11417, Green Bay, WI. 54307-1417

Florentine Backhaus, surviving
Widow of Joseph Backhaus, and Florentine
Backhaus, personal representative of the
estate of Joseph Backhaus, deceased,
Grantor conveys and warrants to Roman Backhaus and
Agnes Neumeyer, as tenants in common
and not as joint tenants

RECEIVED FOR RECORD
1974 MAR 15 PM 3 13
Robert B. Brandt
REGISTER OF DEEDS

for a valuable consideration, _____, Grantee, S. J.
the following described real estate in Manitowoc County,
State of Wisconsin:

Tax Key # _____
This is not homestead property.

Lot Number Nine (9) in Block Number Five (5)
in the Village of St. Nazianz, Manitowoc County,
Wisconsin, according to the recorded plat thereof,
excepting a strip 12 feet wide extending East and
West on the North side of Lot Number Nine (9)
formerly sold for a private roadway.

EXEMPT
77.25(3)

Exception to warranties: None

Executed at Manitowoc, Wisconsin this 5th day of March, 19 74
as and for November 20, 1973.
SIGNED AND SEALED IN PRESENCE OF

Richard E. Garrow
Richard E. Garrow
Diane J. Kawalle
Diane J. Kawalle

Florentine Backhaus (SEAL)
Florentine Backhaus
Florentine Backhaus (SEAL)
Florentine Backhaus, Personal
Representative of the Estate
of Joseph Backhaus, (SEAL)
Deceased
(SEAL)

Signatures of _____

authenticated this _____ day of _____, 19 _____



Title: Member State Bar of Wisconsin or Other Party
Authorized under Sec. 706.06 viz. _____

Personally came before me, this 5th day of March, 19 74
the above named Florentine Backhaus

to me known to be the person who executed the foregoing instrument and acknowledged the same.

THIS INSTRUMENT WAS DRAFTED BY

ATTORNEY RICHARD E. GARROW

Richard E. Garrow
Richard E. Garrow

The use of witnesses is optional.

Notary Public, Manitowoc County, Wis.

My commission ~~XXXXXX~~ (is) permanent.

Names of persons signing in any capacity should be typed or printed below their signatures.

781415

Individual and Corporate
TO BE USED FOR ALL TRANSACTIONS WHERE OVER
\$25,000 IS FINANCED AND IN OTHER NON-CONSUMER
ACT TRANSACTIONS)

THIS SPACE RESERVED FOR RECORDING DATA

RECEIVED FOR RECORD
VOL 1201 PAGE 79
96 DEC 6 AM 11 48

MANITOWOC COUNTY, WI
PRESTON JONES
REGISTER OF DEEDS

whether one or more) and...CHARLES E. VAN HORN

("Vendor".

("Purchaser", whether one or more).

Vendor sells and agrees to convey to Purchaser, upon the prompt and full performance of this contract by Purchaser, the following property, together with the rents, profits, fixtures and other appurtenant interests (all called the "Property"), in Manitowoc County, State of Wisconsin.

~~TAX~~ PARCEL NO. 37-510-005-009.01

The South 54 feet of Lot 9, Block 5, according to the Original Plat, Village of St. Nazianz, Manitowoc County, Wisconsin.

RETURN TO Mr. Charles E. Van Horn
3000 County Road C
Plymouth, WI 53073

-37-510-005-009 01

37-510-005-016 00

.37-500-001-010.00

37-510-005-014.01

~~TAX PARCEL NO.~~ 37-510-005-016.00

Lot 16, Block 5, First Addition, Village of St. Nazianz, Menitowoc County, Wisconsin.

TAX PARCEL NO. 37-500-001-010.00

Lot 10, Block 1, Village of St. Nazianz, Manitowoc County, Wisconsin.

TAX PARCEL NO. 37-510-005-014.01

The East 150 feet of Lot 14 and Lot 15, Block 5, First Addition, Village of St. Nazianz, Manitowoc County, Wisconsin.

This is not homestead property.
 XH) (is not)

TRANSFER
\$ 336.60
FEE

Purchaser agrees to purchase the Property and to pay to Vendor at P.O. Box 44, St. Nazianz WI 54232 the sum of \$112,200.00 in the following manner: (a) \$15,000.00 at the execution of this Contract; and (b) the balance of \$97,200.00, together with interest from date hereof on the balance outstanding from time to time at the rate of Eight (8%) per cent per annum until paid in full, as follows:

Said principal and interest shall be payable in 36 consecutive monthly installments of not less than \$3,045.97 per month, beginning one month from the date hereof, provided the entire purchase money and interest shall be fully paid within three (3) years from the date hereof.

~~XXXXXXXXXXXXXXXXXXXXXXX~~

Following any default in payment, interest shall accrue at the rate of 12 % per annum on the entire amount in default (which shall include, without limitation, delinquent interest and, upon acceleration or maturity, the entire principal balance).

Purchaser, unless excused by Vendor, agrees to pay monthly to Vendor amounts sufficient to pay reasonably anticipated annual taxes, special assessments, fire and required insurance premiums when due. To the extent received by Vendor, Vendor agrees to apply payments to these obligations when due. Such amounts received by the Vendor for payment of taxes, assessments and insurance will be deposited into an escrow fund or trustee account, but shall not bear interest unless otherwise required by law.

Payments shall be applied first to interest on the unpaid balance at the rate specified and then to principal. XXXX
XX
there may be no prepayment of principal without permission of Vendor."

In the event of any prepayment, this contract shall not be treated as in default with respect to payment so long as the unpaid balance of principal, and interest (and in such case accruing interest from month to month shall be treated as unpaid principal) is less than the amount that said indebtedness would have been had the monthly payments been made as first specified above; provided that monthly payments shall be continued in the event of credit of any proceeds of insurance or condemnation, the condemned premises being thereafter excluded herefrom.

Purchaser states that Purchaser is satisfied with the title as shown by the title evidence submitted to Purchaser for examination except: None

Purchaser agrees to pay the cost of future title evidence. If title evidence is in the form of an abstract, it shall be retained by Vendor until the full purchase price is paid.

Purchaser shall be entitled to take possession of the Property on _____ the date hereof.

*Cross Out Line

79

Stock 14 100-37

Purchaser promises to pay when due all taxes and assessments levied on the Property or upon Vendor's interest in it and to deliver to Vendor on demand receipts showing such payment.

Purchaser shall keep the improvements on the Property insured against loss or damage occasioned by fire, extended coverage perils and such other hazards as Vendor may require, without co-insurance, through insurers approved by Vendor, in the sum of \$50,000.00, but Vendor shall not require coverage in an amount more than the balance owed under this Contract. Purchaser shall pay the insurance premiums when due. The policies shall contain the standard clause in favor of the Vendor's interest and, unless Vendor otherwise agrees in writing, the original of all policies covering the Property shall be deposited with Vendor. Purchaser shall promptly give notice of loss to insurance companies and Vendor. Unless Purchaser and Vendor otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided the Vendor deems the restoration or repair to be economically feasible.

Purchaser covenants not to commit waste nor allow waste to be committed on the Property, to keep the Property in good tenable condition and repair, to keep the Property free from liens superior to the lien of this Contract, and to comply with all laws, ordinances and regulations affecting the Property.

Vendor agrees that in case the purchase price with interest and other moneys shall be fully paid and all conditions shall be fully performed at the times and in the manner above specified, Vendor will on demand, execute and deliver to the Purchaser, a Warranty Deed, in fee simple, of the Property, free and clear of all liens and encumbrances, except any liens or encumbrances created by the act or default of Purchaser, and except: NONE.

Purchaser covenants and agrees that he will not assign or convey his interest or any part thereof in this Contract without first having obtained the written consent of Vendor, which consent shall not be unreasonably withheld.

Purchaser agrees that time is of the essence and (a) in the event of a default in the payment of any principal or interest which continues for a period of 10 days following the specified due date or (b) in the event of a default in performance of any other obligation of Purchaser which continues for a period of 30 days following written notice thereof by Vendor (delivered personally or mailed by certified mail), then the entire outstanding balance under this contract shall become immediately due and payable in full, at Vendor's option and without notice (which Purchaser hereby waives), and Vendor shall also have the following rights and remedies (subject to any limitations provided by law) in addition to those provided by law or in equity: (i) Vendor may, at his option, terminate this Contract and Purchaser's rights, title and interest in the Property and recover the Property back through strict foreclosure with any equity of redemption to be conditioned upon Purchaser's full payment of the entire outstanding balance, with interest thereon from the date of default at the rate in effect on such date and other amounts due hereunder (in which event all amounts previously paid by Purchaser shall be forfeited as liquidated damages for failure to fulfill this Contract and as rental for the Property if purchaser fails to redeem); or (ii) Vendor may sue for specific performance of this Contract to compel immediate and full payment of the entire outstanding balance, with interest thereon at the rate in effect on the date of default and other amounts due hereunder, in which event the Property shall be auctioned at judicial sale and Purchaser shall be liable for any deficiency; or (iii) Vendor may sue at law for the entire unpaid purchase price or any portion thereof; or (iv) Vendor may declare this Contract at an end and remove this Contract as a cloud on title in a quiet-title action if the equitable interest of Purchaser is insignificant; and (v) Vendor may have Purchaser ejected from possession of the Property and have a receiver appointed to collect any rents, issues or profits during the pendency of any action under (i), (ii) or (iv) above. Notwithstanding any oral or written statements or actions of Vendor, an election of any of the foregoing remedies shall only be binding upon Vendor if and when pursued in litigation and all costs and expenses including reasonable attorneys fees of Vendor incurred to enforce any remedy hereunder (whether abated or not) to the extent not prohibited by law and expenses of title evidence shall be added to principal and paid by Purchaser, as incurred, and shall be included in any judgment.

Upon the commencement or during the pendency of any action of foreclosure of this Contract, Purchaser consents to the appointment of a receiver of the Property, including homestead interest, to collect the rents, issues, and profits of the Property during the pendency of such action, and such rents, issues, and profits when so collected shall be held and applied as the court shall direct.

Purchaser shall not transfer, sell or convey any legal or equitable interest in the Property (by assignment of any of Purchaser's rights under this Contract or by option, long-term lease or in any other way) without the prior written consent of Vendor unless either the outstanding balance payable under this Contract is first paid in full or the interest conveyed is a pledge or assignment of Purchaser's interest under this Contract solely as security for an indebtedness of Purchaser. In the event of any such transfer, sale or conveyance without Vendor's written consent, the entire outstanding balance payable under this Contract shall become immediately due and payable in full, at Vendor's option without notice.

Vendor shall make all payments when due under any mortgage outstanding against the Property on the date of this Contract (except for any mortgage granted by Purchaser) or under any note secured thereby, provided Purchaser makes timely payment of the amounts then due under this Contract. Purchaser may make any such payments directly to the Mortgagee if Vendor fails to do so and all payments so made by Purchaser shall be considered payments made on this Contract.

Vendor may waive any default without waiving any other subsequent or prior default of Purchaser.

All terms of this Contract shall be binding upon and inure to the benefits of the heirs, legal representatives, successors and assigns of Vendor and Purchaser. (If not an owner of the Property the spouse of Vendor for a valuable consideration joins herein to release homestead rights in the subject Property and agrees to join in the execution of the deed to be made in fulfillment hereof.)

Dated this 21st day of November, 1996

Roman J. Backhaus (SEAL)

• Roman J. Backhaus

Agnes Neumeyer (SEAL)

• Agnes Neumeyer

Charles E. Van Horn (SEAL)

• Charles E. Van Horn

Agnes Neumeyer (SEAL)

• Agnes Neumeyer

AUTHENTICATION

Signature(s) _____

authenticated this _____ day of _____, 19____

TITLE: MEMBER STATE BAR OF WISCONSIN

(If not authorized by § 706.06, Wis. Stats.)

THIS INSTRUMENT WAS DRAFTED BY

Attorney Richard J. Gould

130 East Walnut Street
Green Bay, WI 54301

(Signatures may be authenticated or acknowledged. Both are not necessary.)

*Names of persons signing in any capacity should be typed or printed below their signatures.

ACKNOWLEDGMENT

STATE OF WISCONSIN

Brown County.

Personally came before me this 21 day of November, 1996, the undersigned Charles E. Van Horn, Roman J. Backhaus, and Agnes Neumeyer.

to me known to be the person(s) who executed the foregoing instrument and acknowledge the same.

• Richard J. Gould

Notary Public Brown County, Wis.
My Commission is permanent. (If not, state expiration date: _____, 19____)

COPY

Declaration of Restrictions

In Re: *Lot Number Nine (9) in Block Number Five (5) in the Village of St. Nazianz, Manitowoc County, Wisconsin, according to the recorded plat thereof, excepting a strip 12 feet wide extending East and West on the North side of Lot Number Nine (9) formerly sold for a private roadway.*

Groundwater Monitoring Well MW-4, benzene 31 ppb and MTBE 70 ppb

STATE OF WISCONSIN

COUNTY OF MANITOWOC

WHEREAS, Roman J. Backhaus and Agnes Neumeyer are the owners of the above-described property; and

WHEREAS, it is the desire and intention of the property owner to impose on the property restrictions which will make it unnecessary to conduct additional soil and groundwater remediation activities on the property at the present time;

WHEREAS, one or more gasoline discharges have occurred at this property. Gasoline contaminated groundwater above NR 140 enforcement standards exist on this property at the following locations: monitoring well MW-4 with benzene at 31 parts per billion (ppb) and MTBE at 70 ppb.

WHEREAS, natural attenuation has been approved by the Department of Natural Resources to remediate groundwater exceeding ch. NR 140 groundwater standards within the boundaries of this property.

WHEREAS, construction of well where water quality exceeds the drinking water standards in ch. NR 809 is restricted by ch. NR 811 and ch. NR 812. Special well construction standards or water treatment requirements, or both, or well construction prohibitions may apply.

NOW THEREFORE, the owner hereby declares that all of the property described above is held and shall be held, conveyed or encumbered, leased, rented, used, occupied and improved subject to the following limitation and restrictions:

- 1) Anyone who proposes to construct or reconstruct a well on this property is required to contact the Department of Natural Resources' Bureau of Drinking Water and Groundwater, or it's successor agency, to determine what specific prohibitions or requirements are applicable prior to constructing or reconstructing a well on this property.

This restriction is hereby declared to be a covenant running with the land and shall be fully binding upon all persons acquiring the above-described property whether by descent, devise, purchase or otherwise. This restriction benefits and is enforceable by, the Wisconsin Department of Natural Resources, its successors and assigns. The Department, its successors or assigns, may initiate proceedings at law or in equity against any person or persons who violate or are proposing to violate this covenant, to prevent the proposed violation or to recover damages for such violation.

Any person who is or becomes owner of the property described above may request that the Wisconsin Department of Natural Resources or its successor issue a determination that one or more of the restrictions set forth in this covenant is no longer required. Upon receipt of such a request, the Wisconsin Department of Natural Resources shall determine where or not the restrictions contained herein can be extinguished.

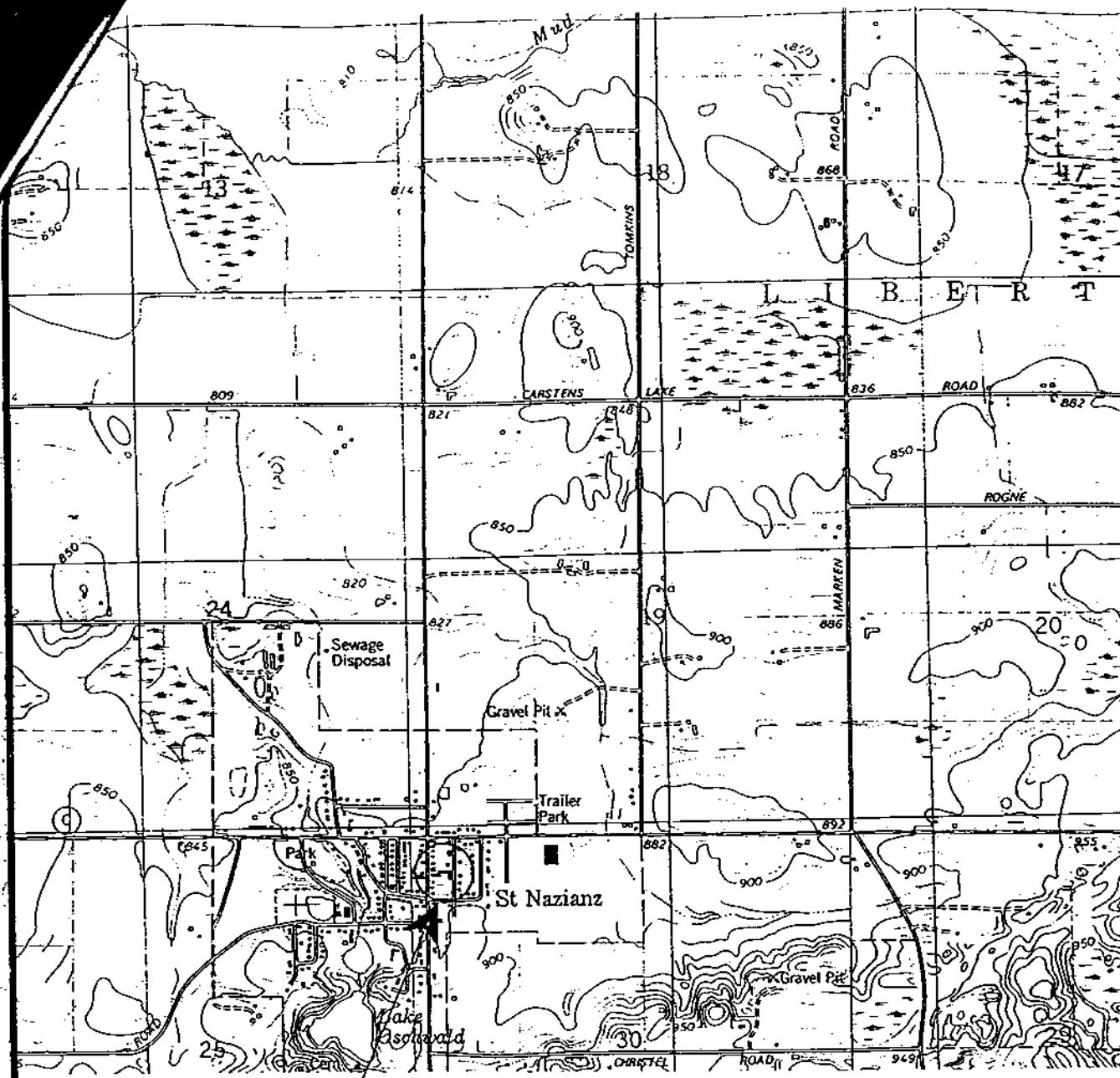
IN WITNESS WHEREOF, the owner of the property has executed this Declaration of Restrictions, this 6th day of November 1997.

Signature: Roman Backhaus
Printed Name: ROMAN-BACKHAUS

Signature: Agnes Neumeyer
Printed Name: Agnes Neumeyer

Subscribed and sworn to before me
this 6th day of November, 1997.

George S. Hammel
Notary Public, State of Wisconsin
My commission 9-10-00



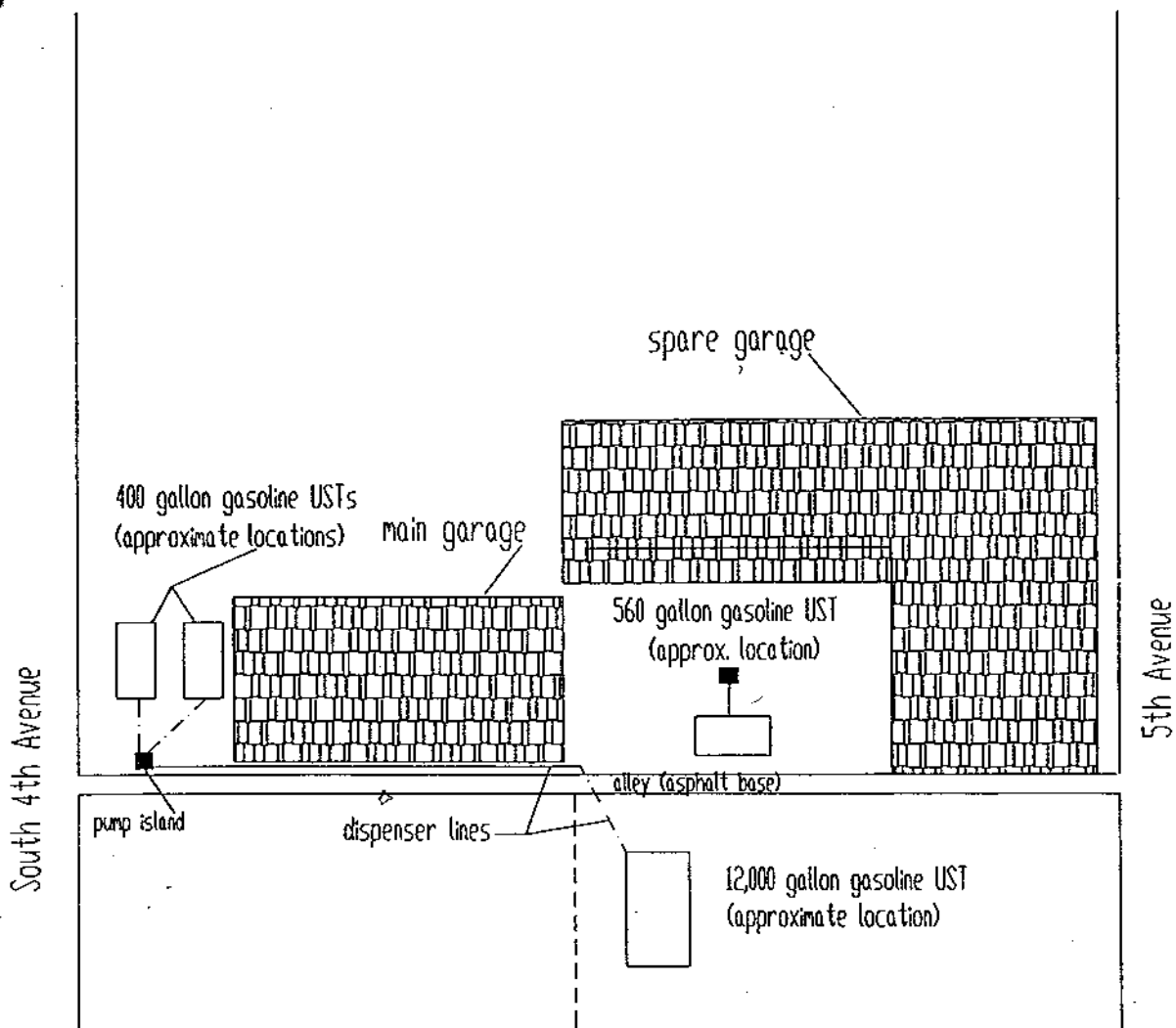
SUBJECT SITE

NOTE:

Taken from the
 Valders, Wisconsin
 7.5 Minute USGS
 Topographic Map (photorevised 1978)



Backhaus Garage, Inc. - St. Nazianz, WI	
FIGURE 1	
SITE LOCATION MAP	
SCALE: 1" = 2000'	DATE: 05-18-93
Environmental Compliance Consultants, Inc.	BY: Dennis C. Gred



LEGEND

- Underground dispenser lines
- Above ground dispenser lines
- Property Line



Backhaus Garage, Inc. - St. Nazianz, WI

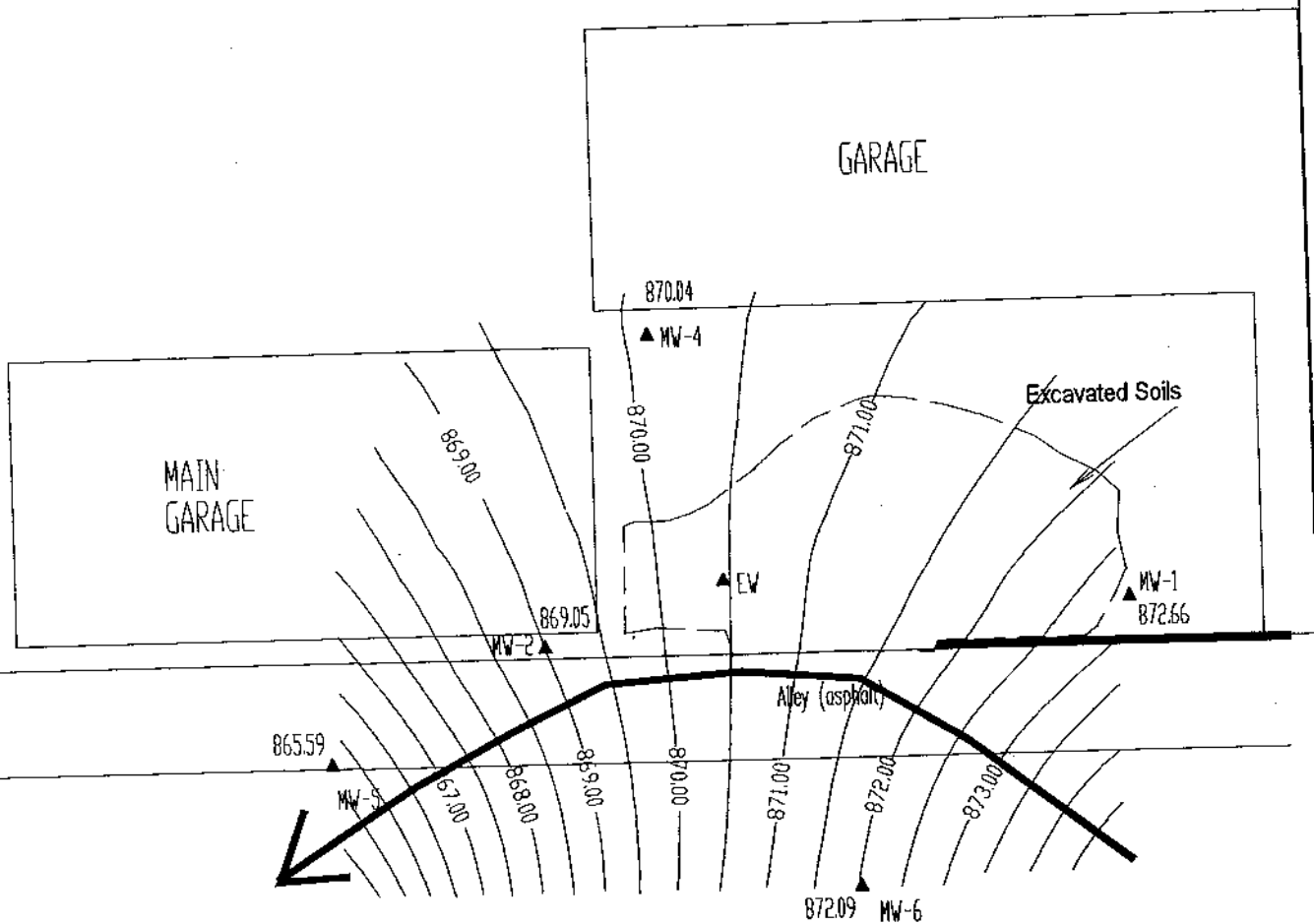
FIGURE 2 SITE SKETCH MAP

SCALE: 1" = 50'

DATE: 05-18-93

Environmental Compliance Consultants, Inc.

BY: Dennis C. Grell



LEGEND

▲ Monitoring Wells



Backhaus Garage, Inc. - St. Nazianz, WI

Groundwater Flow Map
September 1, 1997

SCALE: 1" = 30'

DATE: 09-18-97

Environmental Compliance Consultants, Inc.

BY: Dennis C. Greil

Backhaus Garage

SUMMARY OF GROUNDWATER ANALYTICAL RESULTS - MW-4

PVOCs, VOCs, GRO, Lead, Nitrate-Nitrite, Total Iron, Sulfate, alkalinity, DO, temperature

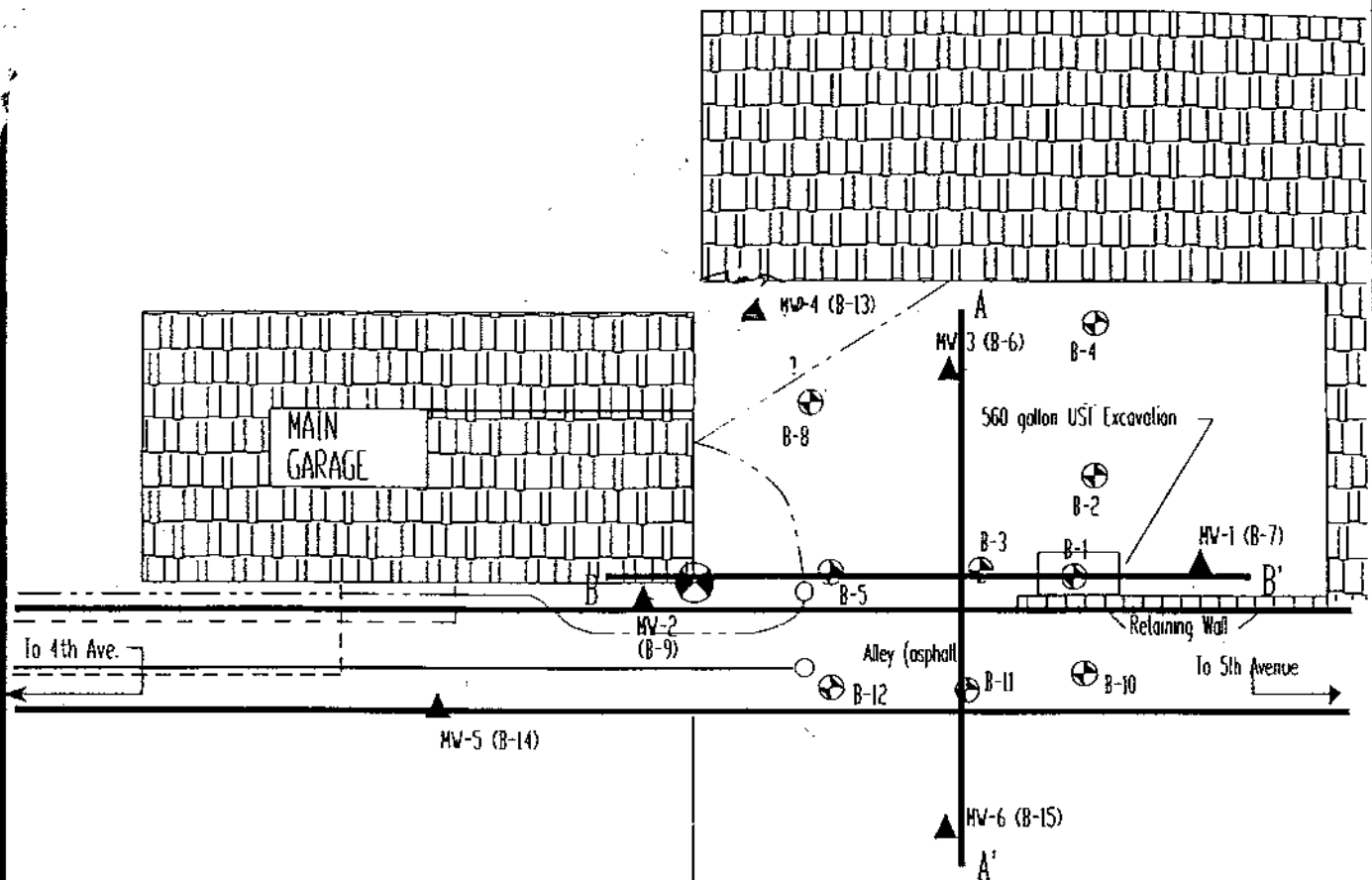
Parameter			Units	ES/PAL	MW-4							
Date					Duplicate							
					02/14/94	05/17/94	08/01/95	02/21/96	02/21/96	10/16/96	02/20/97	09/01/97
Benzene	ug/l	5/0.5			ND	ND	95	3.4	9	ND	1.1	31
Toluene	ug/l	343/68.5			ND	ND	ND	ND	ND	ND	ND	ND
Ethyl-benzene	ug/l	700/140			ND	ND	ND	ND	ND	ND	ND	ND
Total Xylenes	ug/l	620/124			ND	ND	ND	ND	ND	ND	ND	ND
MTBE	ug/l	60/12			44	30	161	60	73	41	31	70
1,2,4-Trimethylbenzene	ug/l	NE			ND	ND	ND	ND	ND	ND	ND	ND
1,3,5-Trimethylbenzene	ug/l	NE			ND	ND	ND	ND	ND	ND	ND	ND
n-butyl- benzene	ug/l	NE			ND	na	na	na	na	na	na	na
naphthalene	ug/l	40/8			ND	na	na	na	na	na	na	na
GRO	ug/l	NE			ND	na	na	na	na	na	na	na
Nitrate-Nitrite	mg/l	NE			na	na	na	na	na	0.37	0.2	3.6
Iron, total	ug/l	NE			na	na	na	na	na	0	0	ND
Sulfate	mg/l	NE			na	na	na	na	na	20	15	30
Alkalinity	mg/l	NE			na	na	na	na	na	370	330	340
Lead	mg/l	NE			2.7	na	na	na	na	na	na	na
Dissolved Oxygen	mg/l				na	na	na	na	na	1.3	2.7	4
Temperature	Celsius				na	na	na	na	na	14.8	7.3	17

Notes:

na = Not analyzed for

NE = Not established

ND = Not detected above laboratory detection limits



LEGEND



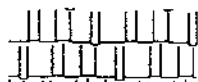
Local Reference Point



Soil Borings



Monitoring Wells



Buildings



Storm Sewer



Sanitary Sewer



Natural Gas Line



Water Line



Backhaus Garage, Inc. - St. Nazianz, WI

FIGURE 3

BORING AND CROSS-SECTION LOCATIONS

SCALE: 1" = 30'

DATE: 03-14-94

Environmental Compliance Consultants, Inc.

BY: Dennis C. Greil

